

3-638380

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

2004 JUN 23 P 2:48

U.S. DISTRICT COURT
DISTRICT OF MASS.

MAERSK SEALAND,

Plaintiff,

- against -

PISHEV CORP. INTERNATIONAL,
and BRANKO PISHEV,

Defendants.

CIVIL COMPLAINT
IN ADMIRALTY

04 10222 DEW

Plaintiff MAERSK SEALAND by its attorneys, LAW OFFICES OF

MAGISTRATE JUDGE Cole

ALBERT J. AVALLONE & ASSOCIATES, and its Designated Local Counsel,
PITTS AND PITTS, as and for its Complaint against defendants PISHEV CORP.
INTERNATIONAL and BRANKO PISHEV, in personam, in a cause of action civil
and maritime, alleges upon information and belief:

1. This is an admiralty and maritime claim within the meaning of Rule
9(h) of the Federal Rules of Civil Procedure, the Ocean Shipping Reform Act of
1999, 46 U.S.C. App. 1701 et seq., and Clause 14 of the Bill of Lading.

2. At all times hereinafter mentioned, plaintiff MAERSK SEALAND
was and still is a corporation duly organized and existing under the laws of the State
of Delaware with offices and a place of business at 6000 Carnegie Blvd., Charlotte,
NC 28209.

3. Upon information and belief and at all times hereinafter mentioned,
defendant PISHEV CORP. INTERNATIONAL ("PISHEV CORP.") was and still is
a corporation organized and existing under the laws of the Commonwealth of
Massachusetts, with offices and a place of business at 104-112 Faneuil Hall
Marketplace, Boston, MA 02109.

RECEIPT # 53506
AMOUNT \$ 150.00
SUMMONS ISSUED Y-2
LOCAL RULE 4.1 _____
WAIVER FORM _____
MCF ISSUED _____
BY DPTY. CLK. M
DATE 1-30-04

4. Upon information and belief and at all times hereinafter mentioned, defendant BRANKO PISHEV ("BRANKO PISHEV"), was and still is a natural person and resident of the Commonwealth of Massachusetts, residing at 55 Meream St., Lexington, MA 02173.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT PISHEV CORP.

5. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1-3, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

6. On or about the dates and at the port of shipment stated in Schedule A, hereto, certain goods were delivered to plaintiff to be carried to the port of destination and at the agreed charges to be paid by defendant pursuant to plaintiff's published, all as set forth in Schedule A.

7. Thereafter, the said goods were transported to the port of destination and delivered to the consignees and/or their agents.

8. Plaintiff has performed all acts required to be performed by plaintiff.

9. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$7,148.72, although duly demanded.

10. By reason of the foregoing, plaintiff has sustained damages in the amount of \$7,148.72 which, although duly demanded, have not been paid.

AS AND FOR A SECOND CAUSE OF ACTION
AGAINST DEFENDANT BRANKO PISHEV

11. Plaintiff repeats, reiterates and realleges each and every allegation contained in Paragraphs 1, 2, 4 and 6-10, inclusive of this Complaint, with the same force and effect as if fully set forth at length herein.

12. Pursuant to Clause 14.4 of the Bill of Lading, the principals of the shipper are jointly and severally liable for the ocean freight and related charges due.

13. Defendant BRANKO PISHEV, as President and Treasurer of defendant PISHEV CORP. is liable for the \$7,148.72 due.

14. Plaintiff has performed all acts required to be performed by plaintiff.

15. Defendant has failed and refused, and continues to fail and refuse to remit the payment due of \$7,148.72, although duly demanded.

16. By reason of the foregoing, plaintiff has sustained damages in the amount of \$7,148.72 which, although duly demanded, have not been paid.

WHEREFORE, plaintiff prays:

1. On the First Cause of Action - for judgment in the amount of \$7,148.72, together with interest thereon, costs, disbursements and a reasonable attorney's fee.

2. On the Second Cause of Action – for judgment in the amount of \$7,148.72, together with interest thereon, costs, disbursements and a reaonable attorney's fee.

3. That process in due form of law according to the practice of this Court in cases of admiralty and maritime jurisdiction may issue against the defendants citing them to appear and answer all the singular matters aforesaid.


4. That plaintiff have such other and further relief in the premises as in law and justice it may be entitled to receive.

Dated: New York, New York
Lynn, Massachusetts
January 29, 2004

PITTS AND PITTS

By _____
Edmund M. Pitts
BBO400880
Designated Local Counsel for Plaintiff
MAERSK SEALAND
152 Lynnway, Unit 1F
Lynn, MA 01902
(781) 596-7171

LAW OFFICES OF
ALBERT J. AVALLONE & ASSOCIATES

By 
Albert J. Avallone - AA1679
Attorneys for Plaintiff
MAERSK SEALAND
551 Fifth Avenue, Suite 1701
New York, NY 10176
(212) 696-1760

SCHEDULE A

I. Particulars:

1. Bill of Lading No. SJ1132994, dated March 10, 2003, from Houston to Petrich via THESSALONIKI, on the Vessel SL PERFORMANCE, one (1) forty-foot Hi-Cube SAID TO CONTAIN: FROZEN BEEF TRIPE, at the applicable tariff and/or Service Contract rate of \$7,148.72 (Exhibit A).

Amount Paid: \$0

Amount Due: \$7,148.72

II. Total Amount Due: \$7,148.72

MAERSK SEACON

Remit To: Maersk Sea. 6000 Carnegie Blvd, Charlotte, NC 28209 MAEU SJ1132994

Shipper/Exporter (complete name and address)

PISHEV CO.
104-112 FANEUIL HALL MARKETPLACE
BOSTON, MA 02109 US

Consignee (complete name and address)

P.M.K.
SKOPJE, F.Y.R.O.M.

Notify Party (complete name and address)

SAME AS CONSIGNEE

*Precharge by

*Place of Receipt

HOUSTON

Vessel

Voy No.

Port of Loading

SL PERFORMANCE 0305HOUSTON, TX

Port of Discharge

*Place of Delivery

THESSALONIKI

PETRICH

CARRIER'S RECEIPT

PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE

Container No./Seal No.
Marks and NumbersNo. of Containers
or pkgs.

Kind of packages; description of goods

Gross Weight

Measurement

1

CY / CY

X 40'H/C REFRIGERATED CNTR

1100 CASES

FROZEN BEEF TRIPE

VENTS CLOSED

NET WEIGHT: 55,000 LBS/

24948 KGS

GROSS WEIGHT: 57,200 LBS/

25946 KGS

MPF103036

SC NO: 111135

STOWED IN A REEFER CONTAINER

SET AT SHIPPERS REQUESTED

CARRIAGE TEMPERATURE OF 0

LBS

57200.000

CFT

1200.000

Freight & Charges

Rate

Unit

Prepaid

Collect

BASIC FREIGHT 2.00*

3430.00 USD

HC

6860.00

ADDITIONAL CHARGE

70.00 USD

SU

140.00

WHARFAGE CHARGE

2.60 USD

SH

74.36

WHARFAGE CHARGE

2.60 USD

SH

74.36

Declared Value Charges

(see clause 6) for

Declared Value of US \$

Number of Original B/Ls/L

Total Prepaid

USD

7148.72

Total Collect

Place of Issue

Date

RESOURCE US

MAR 10 03

*Applicable only when document used
as a Combined Transport Bill of Lading

Shipped in apparent good order and condition, unless otherwise stated herein, for transportation on board the ocean vessel mentioned herein or any substituted vessel or on board the leader vessel or other means of transportation (rail or truck) if place of receipt is named in this Bill of Lading, the goods or packages or containers said to contain goods, hereinafter called "the Goods", specified herein for carriage from the port of loading named herein or place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or deliver at the place of delivery if mentioned herein, such carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed in like order and condition at the port of discharge or place of delivery if named as the case may be, for delivery unto the Consignee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and in all circumstances whatsoever finally cease. It is further agreed that Containers may be stowed on deck without notice pursuant to Clause 16 on the reverse side of this Bill of Lading, IN WITNESS whereof the number of original Bills of Lading stated on this side have been signed, one of which being accomplished the others to be void.

EXHIBIT "A"

SEE ATTACHED SHEET

MAERSK INC.

MAR 10 2003

As Agent(s) only

Signed for the Carrier A.P. Møller - Maersk A/S trading as Maersk Sealand

	DEGREES FAHRENHEIT		
1	X 40'H/C REFRIGERATED CNTR	LBS	CFT
	1100 CASES	57200.000	1200.000
	NET WEIGHT: 55,000 LBS/		
	24948 KGS		
	GROSS WEIGHT: 57,200 LBS/		
	25946 KGS		
	MPF103037		
	ON BOARD 03-10-03		
	SL PERFORMANCE V0305 AT		
	HOUSTON, TX		
	SC NO: 11135		
	STOWED IN A REEFER CONTAINER		
	SET AT SHIPPERS REQUESTED		
	CARRIAGE TEMPERATURE OF 0		
	DEGREES FAHRENHEIT		

MAERSK INC.